

# General Terms and Conditions (AGBs)

## „Die Insel auf Rügen“

### 1. Reservation conditions

These reservation conditions and information govern the legal relationship between the guest and the country inn „Die Insel auf Rügen“ (hereinafter referred to as „Country Inn“). General terms and conditions of the guest shall only apply if previously agreed in writing with the country inn.

### 2. Conclusion of the accommodation contract

On request, the country inn will send an offer, provided that rooms are available in the desired number and with the desired facilities for the desired period. If the inquirer confirms the offer of the country inn, an accommodation contract is concluded. The confirmation can only be made in writing or by email. If the guest fails to confirm in the intended form, the country inn is not bound to the reservation.

### 3. Prices, deposit, vouchers, services

3.1 Country inn accepts no liability for prices quoted on internet portals not operated by it. Only the prices published on the homepage „www.die-insel-auf-ruegen.de“ are valid, as far as nothing else results from an offer in individual cases.

3.2 The prices quoted include breakfast and the statutory VAT.

3.3 The billing is between the guest and the country inn, this also applies to bookings via „www.ruegen-abc.de“ or other travel portals on the Internet.

3.4 The country inn is entitled to demand a deposit of 30% of the total price of the stay in the offer or after confirmation of the booking.

3.5 If the guest wishes to redeem vouchers, he/she must inform the country inn of this when making the reservation. After the booking has been confirmed by the guest, he/she must pay a deposit of 30% of the total price of the stay to the country inn. The guest must present the voucher to the Country Inn at the latest upon departure. If the guest fails to do so, the voucher cannot be redeemed. If the voucher covers more than 70% of the total price of the stay, the guest will receive a corresponding refund of the deposit paid on departure.

3.6. Side agreements, which extend the service content, only become binding with an explicit, written or by email sent confirmation.

### 4. Withdrawal

#### 4.1 Cancellation by the Guest

If a reservation is to be changed or cancelled, the Guest must notify the country inn in writing by post, fax or email at „hotel@die-insel-auf-ruegen.de“. The cancellation fees are calculated as follows:

- up to 14 days before arrival 30% of the total price of the stay,
- up to 7 days before arrival 50 % of the total price of the stay and
- up to 2 days before arrival 80 % of the total price of the stay.

The cancellation fees are due after receipt of the report.

Payments on account will be offset against any cancellation fees. The cancelling guest will receive a refund of the cancellation fees paid if a replacement tenant is found.

In all cases, the guest has the right to prove that the damage to the country inn is less.

The Country Inn recommends taking out travel cancellation insurance.

#### 4.2 Rights of the country inn

The country inn is entitled to assign the room to another person,

- if the guest has not arrived by 6 p.m. on the day of arrival without prior notice (late check-in) and without meeting the requirements of 7.1 of these conditions,
- if the guest sublets or sublets the room without authorisation (see also Zf.9.),
- if the guest intentionally or grossly negligently violates contractual obligations or
- if the guest has not paid a requested deposit (see no. 3.4) on time or in full.

### 5. Liability of the country inn

5.1 The country inn is liable in accordance with the statutory provisions for damages resulting from injury to life, body and health.

5.2 The country inn shall only be liable for damages caused by slight negligence if such damages are due to the violation of an essential contractual obligation and the achievement of the purpose of the contract is endangered thereby.

5.3 The country inn shall be liable for items brought in by the guest in accordance with the provisions of §§ 701, 702 and 702a BGB.

5.4 In all other respects, the Country Inn shall only be liable for damage caused by intent or gross negligence.

### 6. Rebooking

6.1. If the contractual services are rebooked at the guest's request, the cancellation regulations (Zf.4.1) shall apply accordingly.

6.2 The Courtesy Inn is free to make rebookings free of charge.

### 7. Arrival

7.1 The booked accommodation will be kept available until 18.00 hrs on the day of arrival. The guest is obliged to inform the country inn in good time about an expected delayed arrival. Has the guest already

- paid the full price of the stay, or
- made a down payment on it, or
- If the credit card number was given at the time of booking, the accommodation will be kept available after 18.00 hours.

7.2 The guest is not entitled to certain rooms, unless the country inn has assured the provision of certain rooms in writing or by email.

### 8. Payment

The price of the stay, less any deposit paid, is due for payment on the day of departure, unless otherwise agreed.

### 9. Subtenant

The rooms may not be sublet or re-let. The rooms may not be used for purposes other than accommodation.

### 10. Pets

Pets may only be brought along with the prior consent of the country inn.

### 11. Minimum stay

The country inn reserves the right to refuse short-term rental requests (less than three nights) during the high season.

### 12. Complaints / notification of defects

If defects occur in the provision of the booked services, the guest is requested to contact the house management immediately so that the defects can be remedied. If the guest culpably omits to notify the house management, a reduction of the rent is excluded.

### 13. Limitation of actions

The limitation period for all claims against the country inn is one year. Claims for damages against the country inn become time-barred after five years, regardless of knowledge. These reductions of the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of contractual obligations on the part of the Country Inn.

### 14. Legal venue

The place of jurisdiction for all disputes arising from these conditions is the competent local court for the island of Rügen. First of all, however, an attempt should be made in any case to settle any disputes out of court.

### 15. Severability clause

Should individual provisions of these terms and conditions be or become void or ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. An invalid provision shall be reinterpreted, reduced in such a way as to maintain its validity or replaced in such a way that the intended economic purpose is achieved in the best possible way. In the absence of performance or time determination, the gap shall be filled by the legally regulated measure.